

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

ANDREW R. PERRONG
1657 THE FAIRWAY #131
JENKINTOWN, PA 19046

Plaintiff

vs.

CHARLIE FOR GOVERNOR, CHARLES
GEROW, AND MARGUERITE LUKSIK

Defendants.

Case No. 2:22-cv-04013

JURY TRIAL DEMANDED

PRETRIAL MEMORANDUM OF DEFENDANT CHARLES GEROW

COMES NOW Defendant Charles Gerow, pro se, and respectfully submits the following PreTrial Memorandum:

1. This action is brought by Andrew Perrong, an adult individual, under the provisions of the Telephone Consumer Protection Act, 47 U.S.C. Section 227(hereinafter "TCPA") against Defendant Gerow and several others.
2. Mr. Perrong has, over the years, filed actions under the TCPA so numerous that, by his own admission, he is unable to recollect how many.
3. In this case Plaintiff Perrong alleges that the Charlie for Governor campaign made two (2) calls to him which he alleges were in violation of the TCPA.
4. Plaintiff Perrong admits that the calls were made by a third party vendor, "Tele-Town Hall" and he admits that he has made a settlement with Tele-Town Hall under the provisions of the TCPA although he refuses to state under oath the provisions of that settlement.

5. Nevertheless, Plaintiff Perrong subsequently filed suit in this Honorable Court against several individuals and entities beyond the entity which actually made the calls.
6. Plaintiff Perrong admits that he never perfected service of Defendant Maguerite Luksik.
7. Plaintiff Perrong advances imaginative theories to suggest that he made service on Defendant Charlie for Governor which had been officially terminated several months before Plaintiff filed this action. Plaintiff suggests that leaving a single copy of the Complaint with Defendant Gerow's son at his residence is sufficient to accomplish service on both Defendant Gerow and Defendant Charlie for Governor. This is contrary to every Rule and does not comport with any of the facts, including the fact that Defendant Gerow's residence was never the address of Defendant Charlie for Governor.
8. Additionally, Defendant Gerow never accepted service on behalf of Defendant Charlie for Governor, has never entered an appearance on their behalf and has specifically set forth in writing to Plaintiff Perrong that he has done neither.
9. Plaintiff Perrong was able to get the Clerk of this Honorable Court to automatically enter a default judgment against Defendant Charlie For Governor for failure to reply to the Complaint. Defendant Gerow, by special appearance, has asked this Honorable Court to open and set aside that judgment.
10. Plaintiff Perrong avers only that Defendant Gerow "...directed the illegal robocalls complained of herein" and, together with other Defendants "...organized and orchestrated the calling campaign at issue." However, Plaintiff has not provided or produced any evidence whatsoever to support those averments.
11. Plaintiff admits that the alleged calls about which he complains were made from a list which he alleges were provided to Tele-Town Hall by some Defendants.
12. There is a line of cases from this Honorable Court (Andrew R. Perrong v Montgomery County Democratic Committee, eg al. USDC, E.D. Pennsylvania-cv-4475) which provide analysis and dicta that such calls do NOT violate the TCPA.

1. It is undisputed that Plaintiff has brought actions under the TCPA more than 150 times.
2. It is undisputed that Plaintiff failed to properly serve Defendant Marguerite Luksik.
3. It is undisputed that only a SINGLE copy of said Complaint was served on any of the additional parties.
4. It is undisputed that Plaintiff has settled with Tele-Town Hall, the vendor that actually placed the calls, for an undisclosed amount.
5. It is undisputed that no evidence has been produced that Defendant did anything to arrange, direct, interact with Tele-Town Hall or in any way organize or orchestrate the calling campaign.
6. It is undisputed that the alleged calls complained of were made from a list.

WITNESS LIST

Defendant Gerow may call at witnesses at trial of this matter the following individuals on issues of liability and/or damages:

1. Charles Gerow
4725 Charles Road
Mechanicsburg, PA 17050
2. Andrew Perrong
3551 Post Road
Huntingdon Valley, PA 19006
3. A representative of Tele-Town Hall
3033 Wilson Blvd
Arlington, VA 22201

Defendant Gerow reserves the right to call additional witnesses to rebut the testimony of any witness called by Plaintiff or other evidence offered by Plaintiff.

Defendant Gerow does not expect to call any expert witnesses to testify at the trial of this matter.

PLEADING OR DISCOVERY ISSUES

These issues have been addressed through Defendant Gerow's Motion for Summary Judgment and Motions in Limine.

SUMMARY OF LEGAL ISSUES

1. Whether the TCPA contemplates statutory damages for multiple defendants arising out of a single incident.
2. Whether the fact that the alleged calls were made from a list by Plaintiff's own reckoning renders them outside the scope of the TCPA.
3. Whether service has been perfected against all Defendants.

STIPULATIONS

None

Defendant estimates that this case will take 1-2 days to try.

OTHER MATTERS

None

SCHEDULE OF EXHIBITS

Deposition of Andrew Perrong

SPECIAL VERDICT QUESTIONS

Defendants respectfully reserves the opportunity to provide requested Jury Instructions at the time of trial.

DEFENSE COUNSEL SETTLEMENT AUTHORITY

N/A

AGREEMENTS OF COUNSEL

None

March 4, 2024.

Respectfully submitted,

BY: /s/ Charles R Gerow

Charles R. Gerow, pro se

4725 Charles Rd.

Mechanicsburg, PA 17050

Cgerow@quantumcomms.com

717-213-4955

CERTIFICATE OF SERVICE

I hereby certify that on March 4, 2024 a copy of the foregoing Pretrial Memorandum was served on Plaintiff by United States first-class mail, postage pre-paid to:

Andrew Perrong
1657 The Fairway, #131
Jenkintown, PA 19046

/s/ Charles R. Gerow

Charles R. Gerow